

Milford

Teamsters #554 (Police)

7/1/2006 6/30/2007

MILFORD / TEAMSTERS #554 (POLICE) 06.07

# **Contract Between**

**City of Milford, Iowa**

**and**

**Teamsters Local #554**

**July 1, 2006  
through  
June 30, 2007**

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## **ARTICLE 1** **DEFINITIONS**

### **A. City or Employer**

As used in this Agreement, the terms "City" or "Employer" shall mean the City of Milford, Iowa, or its authorized representatives;

### **B. Employee**

As used in this Agreement, the term "Employee" shall mean all employees represented by the Union in the bargaining unit as defined and certified by the Public Employment Relations Board in Case Number 7118.

### **C. Union**

As used in this Agreement, the term "Union" shall mean the General Drivers and Helpers Union, Local No. 554, affiliated with the International Brotherhood of Teamsters, or its authorized representatives.

### **D. Department**

As used in this Agreement, the term "Department" shall mean the Police Department of the City of Milford, Iowa.

## **ARTICLE 2** **RECOGNITION**

Pursuant to and in accordance with all applicable provisions of the Act and in recognition of the Board's certification of the Union in Case No. 7118, the City does hereby recognize the Union during the term of this Agreement, as the sole and exclusive representative for all Employees of the City included in the Bargaining Unit as:

Included: All Full Time Officers.

Excluded: Part Time or other casual employees and the Chief of Police

## **ARTICLE 3** **MANAGEMENT RIGHTS**

Employer retains the full and unrestricted right to direct the operations and management of all manpower, facilities, and equipment, to set and amend budgets, to establish work schedules and assign overtime, to determine the utilization of technology and

equipment, to determine and establish functions, program and level of service to be provided to determine whether services should be provided or purchased, to establish and modify the organizational structure, to select, direct and determine the number of personnel and to perform any inherent managerial functions, except as expressly limited by the terms and provisions of this agreement.

#### **ARTICLE 4** **UNION DUES**

##### **A. Dues Checkoff**

1. Upon receipt of a voluntary written individual order therefore from any of its Employees covered by this Agreement on forms provided by the union, the City will deduct from the pay due such Employee those dues, initiation fees, and other uniform assessments.

2. Such order shall be effective only as to Membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the Employee has sufficient earnings to cover same after deductions for Social Security, Federal Taxes, State Taxes, Retirement, Health Insurance and Life Insurance and other deductions authorized by the employee/employer and any other deductions authorized by the employee/employer. Deductions shall be in such amount as shall be certified to the City, in writing, by the authorized representative of the Union.

##### **B. Termination of Dues**

Such orders shall be terminable with written notice to the City and the Union either between June 15<sup>th</sup> and June 30<sup>th</sup> of the last year of each Contract or within a two week period following the anniversary date of the Employees authorization to withhold dues. The City agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employees notice to terminate dues deduction.

##### **C. Team Legal**

This Section is for the purpose of deductions from an employees payroll for participation in the Professional Law Enforcement Association Legal Defense Plan (PLEA Legal Defense Plan).

The City of Milford Iowa agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions, to PLEA Legal Defense Plan. The PLEA Trust Fund shall notify the City of Milford, Iowa of the amount to be deducted by each participating employee from his/her paycheck on a monthly basis. The City of Milford Iowa shall transmit to the PLEA Trust Fund on a monthly basis in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, that employee's social security number and the amount deducted from the

employee's paycheck. Employees may discontinue contribution status to the PLEA Legal Defense Fund by submitting their request in writing to the PLEA Trust Fund.

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

#### **A. Definition**

A grievance shall mean only a complaint that there has been an alleged violation of any specific provisions of this agreement not specifically excepted from the grievance procedure.

#### **B. General Provisions**

1. Every employee covered by this agreement shall have the right to present grievances in accordance with these provisions. Any aggrieved person may be represented at all formal levels of the grievance procedure by the employee himself/herself, or by the employee and a representative from the Union if the employee chooses to have a representative with him/her.
2. The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and a supervisor's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however may be extended by mutually written agreements.
3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the work activities of the grieving employee.
4. In matters dealing with alleged violations in those areas over which a supervisor has no authority to grant the appropriate relief, and in all cases in which the decision being grieved is a decision which was made by the City Administrator, the grievance shall be initiated at the Third Step. The time limits for filing a grievance at the Third Step shall be the same as the time limits for filing at the Second Step.

#### **C. Processing Grievances**

##### **1. First Step**

An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his or her supervisor.

##### **2. Second Step**

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the

Police Chief, or the Chief's designated representative. The written grievance shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fourteen (14) calendar days from the act or omission giving rise to the grievance, or when it should have been reasonably discovered. The Police Chief, or designated representative shall make a decision on the grievance and communicate it in writing to the employee and the City Administrator within fourteen (14) calendar days after receipt of the grievance.

3. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within seven (7) calendar days of the date of the written decision at the second step, a copy of the grievance with the City Administrator. Within fourteen (14) calendar days after such written grievance is filed, the grievant and the City Administrator, or designee, shall meet to resolve the grievance. The City Administrator, or designee, shall file an answer within fourteen (14) calendar days of the third-step grievance meeting and communicate it in writing to the employee.

4. Fourth Step

In the event a grievance has not been satisfactorily resolved at the third step, a party may, within fourteen (14) calendar days of the date of the written decision at the third step, demand arbitration by giving the other party written notice of such demand.

Within seven (7) calendar days after a party's receipt of the written notice demanding arbitration, the parties shall attempt to agree upon the selection of an arbitrator. If they cannot so agree, the party demanding arbitration shall request a list of seven (7) arbitrators from the Iowa Public Employment Relations Board. Beginning with the party demanding arbitration, the parties shall alternately strike names from the list until only one name remains, and that person shall be the arbitrator.

An arbitrator selected pursuant to the fourth step of this Article shall schedule a hearing on the grievance and the date for such hearing shall be determined by the parties within sixty (60) calendar days following the date of the written notice of demand for arbitration. After hearing such evidence as the parties desire to present, the Arbitrator shall issue a written opinion and award. The arbitrator's decision must be issued within thirty (30) calendar days of the arbitration hearing. The time periods may be extended due to circumstances beyond reasonable control of either party.

The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. A decision of the arbitrator, within the scope of his/her authority, shall be final and binding upon the City, the Union and the aggrieved Employee(s).

The City and the Union will share equally the costs of arbitration, including the fees and expenses of the arbitrator. Any other expenses shall be paid by the party incurring them.

#### **D. Election of Remedies**

If an employee files a grievance under this procedure, the employee waives his or her right to file a claim or complaint under any other procedure and in any other forum pertaining to or arising out of the same set of facts and circumstances. If an employee files a claim or complaint under any other procedure or in any other forum, the employee waives his or her right to file a grievance under this procedure pertaining to or arising out of the same set of facts and circumstances.

### **ARTICLE 6 DISCIPLINE AND DISCHARGE**

#### **Section 1.**

The Employer shall have the right to adopt and put into effect rules and regulations not in conflict with this agreement. All employees shall be subject to such rules and regulations and any violations may be considered just cause for disciplinary action or discharge. If rules are deemed unreasonable by the union, said issue may be subjected to the grievance procedure.

The purpose of employee discipline is to advise the employee of the infraction in such a manner as to ensure that such behavior will not be repeated. Discipline shall be imposed for just cause only.

Disciplinary actions shall be progressive in nature and shall include the following:

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Discharge

Copies of disciplinary actions shall be given to the employee and forwarded to the Local Union Business Representative.

#### **Section 2.**

Employees who have been suspended or discharged and who have completed their introductory period, may process a grievance through the grievance procedure. Oral and/or written reprimands may be protested in writing by the employee and such protests will be placed in the employee's personnel file and may be used in the event of disciplinary time off or discharge of the same or similar infraction.

For purposes of progressive discipline, disciplinary actions shall be active for twelve (12) months from the date of discipline.

### Section 3.

If the Employer has reason to reprimand an employee, it shall be done within fourteen (14) days of the incident, in a reasonable and professional manner and not before other employees or the public, except where impractical. The time period may be extended due to circumstances beyond reasonable control of the administration.

### Section 4.

The employer has the right to suspend and/or terminate any employee immediately for just cause.

Just cause, for the purpose of termination or suspension, includes but is not limited to the following:

- a. Possession of alcoholic beverages during working hours;
- b. Consumption of alcoholic beverages or illegal drugs during working hours or being on the job in an unfit condition because of the consumption of the above including prescription drugs;
- c. Selling or possession of, or using legally prohibited drugs;
- d. Employment connected theft, burglary, or battery;
- e. Willful and/or reckless neglect of duty;
- f. Dishonesty;
- g. Any absence of three (3) or more consecutive days without an excuse or notification
- h. Violence, or threat of violence, in the workplace.
- i. Any Officer convicted of OMVI violation.

## **ARTICLE 7 DISCRIMINATION**

The City will not interfere with or discriminate, in respect to any term or condition of employment, against any Employee covered by this Agreement because of membership in the Union or legitimate and legal activity required in this Agreement on behalf of the Union.

The Union recognizes its responsibilities as the exclusive bargaining representative and agrees to represent all Employees in the unit without discrimination, restraint or coercion.

The provisions of this Agreement shall be applied equally to all Employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or disability. The Union shall share equally with the City the responsibilities for applying this provision of the Agreement. Further, the Union agrees to cooperate fully in any affirmative action program or activity undertaken by the City or required of the City by any agency of the State or Federal Government.

## **ARTICLE 8**

### **USE OF BULLETIN BOARD**

The City will provide reasonable space for official Union Business on the bulletin board in Squad Room. Use of the board shall be limited to the following general types of notices:

**A. Listing of Union Officers and officials.**

**B. Union meetings.**

**C. Union elections.**

**D. Necessary and proper Union business and information.**

Any material posted on the bulletin boards as provided in this Article shall not contain anything in violation of federal or state laws; nor shall it contain personal references to individuals. Union stewards and union officials and representatives shall be entitled to post the material provided on the designated bulletin board space. Any union material posted on the bulletin board shall be identified as authenticated and authorized by the union business representative.

## **ARTICLE 9**

### **SENIORITY**

**A. Definition**

Seniority shall mean length of continuous full-time, regular service in the service of the City since the employee's last date of hire.

If the employee has successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy before initial appointment as a patrol officer, the probationary period shall be for a period of nine (9) months and shall commence with the date of initial appointment as a patrol officer.

If the employee has not successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy before initial appointment as a patrol officer, the probationary period shall be for a period of nine (9) months and shall commence with the date of initial appointment as a patrol officer and shall continue for a period of nine (9) months following the date of successful completion of training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy. A patrol officer transferring employment from one Iowa jurisdiction to another shall be employed for a probationary period of nine (9) months.

During the period of probation employees may be removed or discharged from such position without the right of appeal.

#### **B. Break in Seniority**

An Employee's seniority shall be broken so that no prior period or periods of employment shall be counted and his/her seniority shall cease upon:

1. Discharge.
2. Voluntary quitting.
3. Absence without notification for three (3) consecutive working days, unless excused by the Employer.
4. Absence due to lay-off which continues for more than three (3) years.
5. Failure of an Employee to return to work upon recall within twenty-one (21) calendar days after notice is mailed to him/her by the Employer by certified mail to his/her last known address appearing on its records, unless subsequently excused by the Employer.

### **ARTICLE 10** **REDUCTION IN FORCE AND RECALL**

#### **A. Order of Layoff**

Whenever it becomes necessary for Employees to be laid off, the Employees shall be laid off in reverse order of their seniority as defined in this Agreement.

#### **B. Notice**

All Employees laid off in accordance with the provisions of this Article as per authority of

the City, shall be given written notice by the Police Chief of such layoff at least fourteen (14) calendar days prior to the effective date, with a copy of said notice being given to the City Administrator.

**C. Eligibility for Recall**

The names of Employees laid off shall be placed on a re-employment list. Such persons shall be eligible for re-employment in reverse order of layoff for a period of three (3) years, provided that they are still qualified and able to perform the job.

**D. Removal**

When an Employee is notified to return to work, the employee must advise the Employer of his/her desire to return to work within seven (7) calendar days of the date of the notification and the employee must return to work within twenty-one (21) calendar days of the date of the notification or he/she will be automatically dropped from the re-employment list. Notification to an employee shall be sent by certified mail to the last known address appearing on the City's records.

**ARTICLE 11**  
**HOURS OF WORK**

**A. Workday**

The normal workday or shift shall be twelve (12) hours per shift for employees inclusive of a paid meal period.

**B. Work Week**

The regular work week for employees will begin at 6:00 A.M. on Sunday and end at 5:59 A.M. on the following Sunday.

**C. Meal Periods and Breaks**

Police officers shall be granted a one hour meal period with pay. Employees shall remain on call during their paid meal period.

Employees shall receive, a fifteen (15) minute paid break at or near the middle of the first half and the last half of their scheduled workday.

**D. Call Back Time**

An employee who is called back to work by the employer shall receive a minimum of two (2) hours.

#### **E. Court Time**

When an employee is required by the City to testify in a criminal or civil matter for the City, or to testify in a criminal matter resulting from charges brought by the employee under the State Code, employees will be guaranteed a minimum of two (2) hours of court time for each date on which they have a court appearance. Court time must be authorized and approved by the Department Head.

#### **F. Records**

The City shall be responsible for maintaining an accurate record of actual hours worked by employees.

### **ARTICLE 12** **WAGES**

#### **A. Wage Rates**

Employees shall be paid only for all hours actually worked unless otherwise provided in this agreement at the following rates:

<u>July 1, 2006</u>	
0 – 6 months	\$14.69
7 - 18 months	\$15.28
19 - 30 months	\$15.86
31 - 42 months	\$16.43
43 - 54 months	\$16.99
55 – 66 months	\$17.53
67 – 78 months	\$18.06
79 – 90 month	\$18.56
91 + months	\$19.05
Bob Clark	\$18.06
Ryan Harms	\$16.99
Gene Lansdowne	\$15.86

#### **B. Paydays**

Employees shall be paid bi-weekly on Tuesday.

#### **C. Direct Deposit**

The City shall make available to all employees the opportunity for direct deposit on a voluntary basis.

## **ARTICLE 13**

### **INSURANCE**

The City will continue to provide the current level of benefits for employees and their dependents.

The City shall contribute (one hundred percent) 100% for employee coverage and for dependents will contribute effective July 1, 2006 (sixty percent) 60% of the dependents costs. Effective January 1, 2007, dependent coverage will be increased to (sixty five percent) 65%.

## **ARTICLE 14**

### **PENSION**

All employees shall be covered by IPERS as per state law for pension.

## **ARTICLE 15**

### **LEAVES OF ABSENCE**

#### **A. Sick Leave**

1. An employee who elects to use sick leave to supplement Workers Compensation or Disability must notify the employer in writing. If an employee elects to use sick leave the City shall pay to such employee the amount by which such weekly workers compensation or disability check is exceeded by the amount that such employee would have been entitled to receive as regular pay for the same period. Any amounts paid to an employee under this section shall be chargeable against employees sick leave. The employee shall give a copy of each worker's compensation or disability check to the City in order for the City to calculate the proper amount of sick leave benefit. In no event shall the combined amount of such sick leave and Workers Compensation or disability exceed the normal wage that the employee would have received from the City for the period involved. No employee may use sick leave to supplement Worker's Compensation paid as a result of an on the job injury for an employer other than the City.
2. Employees may earn sick leave at the rate of one (1) day per month of employment. Employees may accumulate up to a maximum of sixty (60) days of sick leave. Employees will not be allowed to cash in unused sick leave prior to terminating employment. Employees terminating employment will be paid for one half of the accumulated sick leave on the date of separation. For absences of five (5) or more continuous days, a doctor's statement will be required before an employee may return to work. Sick leave may not be used as a vacation.

3. No employee will be eligible for paid sick leave if the employee and has not completed six (6) months of service. An employee will not be eligible for pay out of unused sick leave until after one (1) year of employment service.

#### **B. Funeral Leave**

1. In case of a death of a spouse, child (including a stepchild), parent (including stepparent), or spouses parent (including spouses stepparent) the employee will be granted five (5) full days of paid leave which may be taken at any time commencing with the death of a spouse or child.
2. In the case of a death in the immediate family or close friend, an employee will be granted not to exceed three (3) full days of paid leave in order to arrange and attend the funeral. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death and extending to the day of the funeral. "Immediate family" is defined as grandparents, spouse's grandparents, spouse's relatives, a sister (including stepsister), a brother (including stepbrother), or a sister or brother of a spouse (including stepsister or brother of a spouse).
3. In the event that an employee requires additional time off from work in order to attend a funeral of a family member, the employee may, with written approval of the City Administrator, be given additional time off from work without pay or as a deduction of vacation time or personal holiday.

#### **C. Jury Leave**

1. An employee who is summoned for jury duty shall receive a paid leave of absence for the time the employee spends in such duty. Such employee shall be entitled to retain jury service fees.
2. An employee who is summoned for jury duty but who is not selected shall return to work; and an employee who is selected for jury duty shall return to work when released from jury duty within the employee's scheduled work hours.
3. An employee who is called for witness or jury duty shall present his/her supervisor the original summons or subpoena from the court, and, at the conclusion of such duty, a signed statement from the Clerk of Court, or other evidence, showing the actual time in attendance at court.

#### **D. Military Leave**

The City shall comply with Section 29A.28, Iowa Code, as the section may be amended from time to time, in granting leave of absence for military service.

#### **E. Voting Leave**

The City shall comply with Section 49.109, Iowa Code, in granting time to vote as the section may be amended from time to time.

#### **F. Leave Without Pay**

1. An employee may be entitled to a leave of absence without pay for medical reasons if the employee is unable to return to work after exhausting sick leave, vacation leave, and any unused compensatory time off. An employee anticipating such leave shall present a doctor's statement verifying that the employee's condition incapacitates the employee from working and shall state the date when the employee is reasonably able to return to work. Unless the employee returns to work on that date, or on a later date, by reason of extension granted by the employer based on medical ground, the employee shall be considered to have voluntarily resigned. This leave of absence without pay status following sick leave may extend only for a specific time period not to exceed one (1) calendar year or the employee's period of employment, whichever is shorter.

2. During a leave of absence without pay, the employee:

- a. Must pay group hospital insurance premiums falling due during the month the employee is not on the payroll unless leave falls under the authority of the family medical leave act of 1993 in which the City will continue to pay premiums;
- b. Must pay premiums for coverage under any group life insurance plan;
- c. Shall not accrue any other benefits during the period of absence such as sick leave, vacation leave, or holiday leave.
- d. The employer at their discretion may make exceptions to any of the above conditions (a-c) for a leave of absence without pay not exceeding thirty (30) days.

#### **G. Pre-Determined Temporary Disability Leave**

1. Except as hereinafter modified, all policies, rules, and regulations applicable to employees who are granted sick leave shall be applicable to employees applying for pre-determined temporary disability leave. Sick leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for termination and recommencement of duties.

2. An employee shall notify the City Administrator as soon as the necessity for taking sick leave becomes known to the employee.

3. Following a pre-determined temporary disability leave, the employee shall furnish a statement from his/her physician setting forth the date that he/she became

incapacitated due to personal illness and unable to perform his/her normal duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.

4. The determination of whether and/or when the employee is capable of returning to work following the pre-determined temporary disability shall be made in consultation with the employee, the City Administrator and the employee's physician, and may also be in consultation with a physician of the Employer's own choosing.

## **H. Extended Leave of Absences**

### **1. Policy**

It is the policy of the City to grant employees extended leaves of absence under certain circumstances. Except as stated below, employees will not receive compensation during a leave of absence.

### **2. FMLA**

The City will comply with the provisions of the federal Family and Medical Leave Act ("FMLA") as may be amended from time to time.

### **3. Eligibility**

Employees generally are eligible for leaves of absence if they have completed at least one year of service, or as specified by law. The granting and duration of each leave of absence and the compensation received by the employee, if any, during the leave of absence will be determined by the City in conjunction with applicable federal and state law. The following types of leaves will be considered:

- a. Sick Leave of Absence: Employees who are unable to work because of a serious health condition or disability may be granted a sick leave of absence. This type of leave covers disabilities caused by pregnancy, childbirth, or other related medical conditions. The City requires certification of an employee's need for sick leave, both before the leave begins and on a periodic basis thereafter, by the employee's health care provider.
- b. Employees may be granted a parental leave of absence to care for a child upon birth or upon placement for adoption or foster care.
- c. Family Care Leave of Absence: Employees may be granted a family care leave of absence for the purpose of caring for a child, spouse, or parent who has a serious health condition. The City requires certification of the family member's serious health condition, both before the leave begins and on a periodic basis, by the family member's health care provider.

d. Personal Leave of Absence: Employees may be granted a leave of absence to attend to personal matters in cases in which the City determines that an extended period of time away from the job will be in the best interests of the employee and the City.

e. Educational Leave of Absence: Employees who want to continue their education in preparation for added responsibilities with the City may be granted an educational leave of absence.

f. Public Service Leave of Absence: Employees who want to accept temporary employment in federal, state, or local government or with an organization devoted to community service may be granted a public service leave of absence.

#### 4. Request for Leave

Request for a leave of absence or any extension of a leave should be submitted in writing to the employee's department head thirty days prior to commencement of the leave period, or as soon as is practicable. The department head will forward the request to the City Administrator recommending approval or denial. The City Administrator will make the final decision concerning the request. All employees on approved leave are expected to report any change of status in their need for a leave or their intention to return to work to the City Administrator as soon as practicable.

#### 5. Work While On Leave

Employees who are on an approved leave of absence may not perform work for any other employer during that leave, except when the leave is for military or public service.

#### 6. Use of Accrued Leave

Every employee on a sick leave will be required to use all accrued personal, vacation, and sick days while on leave. However employees who are covered by the City's disability or workers' compensation insurance, and are therefore already receiving compensation, may only use sick leave to supplement insurance benefits not to exceed 100% of their normal wage. Every employee on a family care, personal, educational, or public service leave of absence will be required to use all accrued personal and vacation days while on leave. The City will provide health insurance and other benefits to employees on leave as required by law. Benefits that accrue according to length of service, such as paid vacation, holiday, personal, and sick days, do not accrue during periods of leave.

#### 7. Reinstatement

Employees returning from a leave of absence will be reinstated to their same job or to an equivalent job with equivalent status and pay, as required by law. Employees returning from a sick leave must provide certification of their ability to perform the

functions of their job. Employees returning from a military leave must also comply with all of the reinstatement requirements specified by federal law. If the same job, or one of equivalent status and pay, is not available as a result of a reduction in force, the employee will be treated in the same manner as though he were not on leave at the time of the reduction in force.

8. Special Leave of Absence

Employees who are unable to report for work because of arrest and incarceration will be placed on a special personal leave of absence. If the employee is unable to secure bail, the leave of absence will continue until final disposition of the charges. If the employee is freed on bail, a decision whether to allow the resumption of active employment pending disposition of the charges will be made by the employee's department head and the City Administrator. They will determine whether reinstatement would be consistent with the City's needs and requirements.

9. Failure to Return to Work

If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave, the employee will be considered to have voluntarily terminated employment.

**ARTICLE 16**  
**VACATIONS**

**A. Accumulation**

Subject to and in accordance with the provisions of this article, employees shall earn paid vacations after continuous active service pursuant to the following schedule:

Twelve (12) hour Shift Employees	
Years of Service	Days Earned
1	Five (5) days
2	Ten (10) days
5	Fifteen (15) days
20	Twenty (20) days

**B. Payment Upon Separation**

An employee, who terminates employment, voluntarily or involuntarily, shall receive any vacation earned by the employee and not previously taken.

### **C. Scheduling**

The Police Chief shall approve scheduling of vacation for all employees. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the City; provided that the final right to allot vacation periods, and the right to change such vacation periods is reserved exclusively to the employer. No more than one (1) employee within a department may take vacation at any one time without the written permission of the Police Chief.

An employee will be required to use all accrued vacation prior to an employees anniversary date and will not be eligible to carry over any vacation. An employee will not be compensated for any unused vacation time. An employee may carry over five (5) days into the next anniversary year due to scheduling conflicts which would not allow the employee to exhaust all accumulated vacation. Such carryover must be used within sixty (60) days or the employee shall lose the carried over vacation. .

### **D. Holidays within a Vacation**

In the event that a holiday falls within an employee's vacation period such day will not be counted as a day of vacation.

### **E. Vacation Pay**

Vacation pay shall be computed at the straight time rate of pay applicable to an employee's regular classification during the employee's vacation period.

## **ARTICLE 17 HOLIDAYS**

### **A. Holidays Recognized**

The following nine (9) days are designated as holidays:

1. New Years Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day or Day after Thanksgiving Day
7. Thanksgiving Day
8. Christmas Day
9. Personal Day

Police Department 12-hour shift employees will be paid 12 hours for a Personal Day taken. If the actual holiday falls on a scheduled day off of a shift employee, the employee shall be given a day off.

**B. Work on a Holiday**

An employee shall be granted the day off with pay provided that an employee may be required to work on the holiday. If an employee is scheduled to work a holiday, and does work the holiday, the employee shall receive pay at time and one-half (1 1/2) the employee's current hourly straight time rate of pay.

**C. Days Observed**

For non-shift employees, if the holiday falls on Saturday, the preceding Friday shall be observed as the holiday and if the holiday falls on Sunday, the following Monday shall be observed as the holiday. For a shift employee, the actual holiday shall be observed. For purposes of this Article, a holiday shall commence with the first shift change on the day on which the holiday is to be observed and shall continue until the same time the next day.

**D. Eligibility for Holiday Pay**

In order to be eligible for receiving holiday pay, an employee unless excused, must report for work on the last scheduled day before the holiday and on the first scheduled work day after the holiday.

**E. Holidays within a Vacation or Paid Leave**

In the event a holiday occurs within an employee's vacation period or a period of paid leave, such day will be counted as a holiday and not as a day of vacation or of paid leave.

When a holiday falls on a normal day off, police officers will be entitled to an additional day of vacation time.

**ARTICLE 18**  
**UNION BUSINESS**

**A. Union Representatives**

The Employer agrees that accredited representatives of the Local Union may be allowed the right to visit with employees who are covered by this Agreement to conduct Union business at any place during non-working hours or during working hours with notification to the employee's supervisor, provided said visitation does not negatively affect the employee's service to the public.

## **B. Union Stewards**

The Union may appoint stewards and shall notify management of the names of the stewards. Stewards may handle grievances and related issues, dues matters, meeting notifications, etc., but have no authority to dictate or coerce any job action contrary to this Agreement. Stewards shall have reasonable access to telephones, for local calls only, in regards to grievance handling needs. In any interview where discipline is to be discussed or issued, the employee, upon request, shall have the right to have a steward present.

### **ARTICLE 19 NO STRIKE - NO LOCKOUT**

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union or its officers or agents nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotts, sit-ins, mass resignation, mass absenteeism, the willful absence from one's position, work stoppage or any such related activities as ordered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

### **ARTICLE 20 MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions not specifically changed by this Agreement shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

### **ARTICLE 21 UNIFORM POLICY**

1. The City shall purchase three (3) summer and (3) winter uniforms for each officers. After the initial purchase, Police Officers shall receive \$500 per fiscal year to be used for upkeep and replacement of uniforms. A police uniform shall consist of a shirt, trousers, belt, cap, tie and summer or winter jacket.

**ARTICLE 22**  
**DURATION AND SIGNATURE**

**A. Duration**

This Agreement shall be effective on July 1, 2006 and shall continue in effect until June 30, 2007.

**B. Signature Clause**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

For the City:

By: *Viggo Knudsen*

Title: *Mayor*

Date: *May 25, 2006*

For the Union:

By: *Kim Quick*

Title President

Date: May 22, 2006